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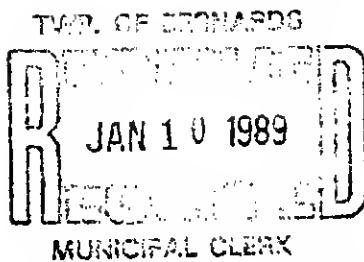
LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR  
1989  
RUTGERS UNIVERSITY  
AGREEMENT

between

Bernards Township  
TOWNSHIP OF BERNARDS  
(SOMERSET COUNTY) NEW JERSEY

and

BERNARDS TOWNSHIP POLICEMEN'S ASSOCIATION



X January 1, 1987 through December 31, 1989

Changes from 1984-86 contract are noted in boldface type

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1. AGREEMENT AND RECOGNITION

This Agreement is made and entered into this 28th day of June, 1989, by and between the Bernards Township Policemen's Association (hereinafter called "Association"), and the Township of Bernards (hereinafter called "Township"):

Whereas, the parties represent as follows:

1. Township is the Township of Bernards is Somerset County, New Jersey.
2. Association is a unit composed of all Bernards Township patrolmen and sergeants and has been duly certified by the New Jersey Public Employment Relations Commission (PERC) as the exclusive representative for purposes of collective negotiations with the Township.
3. Township and Association have conducted negotiations regarding employment by Township police patrolmen and sergeants.
4. Township and Association believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefits of the general public and policemen.

Now, Therefore, the parties agree as follows:

2. CHECK-OFF AND INDEMNIFICATION

(a) A policeman may authorize in writing to the Township Clerk his desire to have deductions made from his compensation for the purpose of paying uniform Association dues.

(b) A check-off shall commence for each policeman who signs a properly dated authorization card, supplied by the Association and verified by the Township during the month following the filing of such card with the Township.

(c) The Township shall remit all such check-off dues to the Association Treasurer on the 1st day of January, April, July and October of each year.

(d) The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any policeman who refuses or fails to execute an authorization card.

(e) The Association shall indemnify and save the Township harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

(f) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9e as amended.

### 3. BULLETIN BOARD

The Association shall have the use of a bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the Association only.

### 4. MANAGEMENT RESPONSIBILITY

(a) It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this Agreement, including, but not limited to, selection and direction of the force; to hire, suspend or discharge for cause as provided herein; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer or demote as provided herein; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for lack of funds; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

(b) It is understood that full-time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with an employee's efficiency in his position with Bernards Township or constitute any conflict of interest.

(c) Employees shall not accept monetary gifts or articles of value in appreciation or for any other reason in the performance of duty.

5. FLEXIBILITY OF ASSIGNMENT

Policemen, regardless of regular assignment, may be reassigned by the Police Chief to perform any duty related to their profession as policemen.

6. SENIORITY

(a) Seniority is defined to mean the accumulated length of continuous service with the Police Department, computed from the last day of hire.

(b) Senior employees within any given rank shall be the last to be laid off and first to be recalled.

(c) A policeman's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.

(d) Reduction or elimination of seniority status shall be obtained only in accordance with grievance and discipline provision of this Agreement.

7. MILITARY CLAUSE

(a) Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during, such period of service not to exceed four (4) years. Upon the termination of such service, he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge. Such employees shall be granted all rights and privileges secured by the Universal Service Act.

(b) Any employee required to be absent from work because of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. This time away from work is not to be deducted from employee's vacation allowance. Proof of required service and of pay received may be requested by the Township.

#### 8. PROBATIONARY EMPLOYEES

(a) Newly hired policemen shall remain probationary until after completion of twelve (12) months of service from the date of last hiring or police academy training, whichever is longer. Upon completion of said period, such policemen shall obtain seniority status from the date of last hiring.

(b) Policemen shall have no seniority rights during said probationary period and their employment may be terminated at any time in the sole discretion of the Township Committee. Discharges during the probationary period shall not be subject to the grievance or discipline provisions of this Agreement.

#### 9. INTERRUPTION OF EMPLOYMENT

(a) It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

(b) The Township recognizes that Policemen have never contemplated any strikes, slowdowns or job actions, nor would they contemplate any such action.

(c) Policemen recognize that the Township is interested in amicably resolving any difference or disputes concerning terms and conditions of employment.

(d) Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that:

1. The Association, its officers, members agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance of the Police Department or of any Township department.
2. The Township and its Township Committee will not engage in lockout, or arbitrary, capricious or unreasonable actions.

(e) The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

#### 10. GRIEVANCE PROCEDURE

(a) All differences and disputes arising out of this Agreement shall be resolved in accordance with this provision.

(b) The aggrieved policeman shall within ten (10) calendar days after the occurrence of the alleged grievance file written notice of such grievance with an officer of the Association and, also, with the Police Chief.

(c) Upon receipt of said notice, the Police Chief shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate and confer with all parties to the grievance.

(d) If the grievance is not resolved within seven (7) calendar days after receipt by the Police Chief of Said notice, an officer of the Association may forthwith request a conference with the Township Administrator by means of written notice of the grievance and the efforts undertaken to resolve it.

(e) Upon receipt of said request, the Township Administrator shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate and confer with all parties to the grievance.

(f) If the grievance is not resolved within seven (7) calendar days after receipt by the Township Administrator of said notice, an officer of the Association may forthwith request a conference with the Township Committee by means of written notice to the Township Clerk of the grievance and the efforts undertaken to resolve it, said conference to be held within fourteen (14) calendar days after receipt of said request.

(g) If the grievance is not resolved within seven (7) calendar days after said conference, the Township Committee or the Association may within fourteen (14) days after said conference invoke arbitration by (1) notifying the other party in writing of its intention to arbitrate and of the notice of the grievance, and (2) requesting the New Jersey Public Employment Relations Commission for a list of arbitrators from which the parties shall select an arbitrator.

(h) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

(i) The decision of the arbitrator may be reviewed by a court of appropriate jurisdiction in the manner prescribed by law.

(j) Any fees or administrative charges for the arbitrator shall be borne by the parties equally. Witness fee and other expenses shall be borne by the parties respectively.

(k) Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance.

(l) An appeal from a disciplinary determination shall not be part of this provision.

#### 11. DISCIPLINE PROCEDURE

(a) The Township may discipline policemen only for misconduct or disobedience of rules and regulations and in accordance with this provision and applicable law.

(b) Disciplinary action against policemen (hereinafter called "Respondent") includes removal, fine, reduction in rank or position and shall be initiated by written complaint.

(c) The complainant shall file said complaint with the Township Administrator and simultaneously serve copies upon the Police Chief and Respondent.

(d) Said complaint shall specify the disciplinary charge or charges and shall notify Respondent of the date, time and place of the hearing which shall be not less than fifteen (15) nor more than thirty (30) days from the date of service thereof upon Respondent. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.



(e) The hearing shall be before the Police Chief, unless he is the complainant, who shall function as the trier of fact and who shall sustain or dismiss the charge or charges. The Police Captain shall conduct said hearing in the absence or ineligibility of the Police Chief.

(f) The complainant shall have the burden to prove each disciplinary charge beyond a reasonable doubt.

(g) The complainant and respondent may examine and cross-examine witnesses, retain counsel, offer evidence and obtain reasonable discovery.

(h) If any disciplinary charge is sustained by the Chief of Police, the respondent may request a review by the Township Administrator within five (5) days of being notified of the decision of the Chief of Police. Such review shall be scheduled by the Township Administrator not less than fifteen (15) days nor more than thirty (30) days subsequent to receipt of a written request from the Respondent. The review by the Township Administrator shall be based upon the record established at the hearing conducted by the Chief of Police. The Administrator shall act on the matter within fifteen (15) days of the review.

(i) Should the disciplinary charge be sustained by the Township Administrator, Respondent may obtain a review thereof by the Somerset County Court in the manner prescribed by law.

## 12. REIMBURSEMENT FOR POLICE CONNECTED EXPENSES

(a) Policemen shall receive and Township shall pay for all expenditures, not otherwise compensable by Township, incurred by policemen for job-related functions such as grand jury, petit jury duty and municipal court duty. A function is job-related if it is caused by or results from the performance of police duties and is not otherwise remunerated. For the use of personal automobile on police-related activities, the Township shall pay an amount per mile, plus parking and tolls. The amount shall be reviewed annually but the Township and discussed with representatives of the Policemen's Association.

(b) The Township shall pay mileage for a return home each evening by policemen assigned to multi-day training programs provided the training program is held at a location equal to the distance between Bernards Township and the State Police Training Academy at Sea Girt, or less. For the initial training period at Sea Girt, reimbursement will be made for one round trip per week, unless a holiday is granted, necessitating two round trips.

(c) When policemen are involved in training programs outside of the Township, the Township's policy on meal reimbursement will apply.

13. COURT ATTENDANCE

Policemen not otherwise performing police duties who are required to attend Court shall be entitled to receive and the Township shall pay remuneration at the rate of time and one-half the applicable regular pay. A minimum of four (4) hours of such rate shall be guaranteed members covered by this agreement.

14. HEALTH PROGRAMS

(a) The Township shall maintain all present hospital and medical insurance programs to which policemen are presently beneficiaries. If opting for an HMO program the policemen will pay the differential in premium if higher than the standard plan. During times, if any, when the differential is less than the standard plan, the policemen will receive a credit bank against any obligation under the program from January 1, 1988 on.

(b) If, for some reason, a policeman does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.

(c) The Township shall continually investigate a more comprehensive group hospital and medical insurance program and, if such a program is adopted for other Township employees, it shall automatically apply to Township police officers.

(d) In the event in the next future contract, a provision is negotiated and included regarding any form of Health Benefits paid on retirement then these provision will apply to current members of the Association party to this contract who may have subsequently retired.

(e) The Township shall provide for complete physical examinations for several police officers each year, to be distributed on an age basis. Officers 40 years or older, every second year. Officers under 40 years every third year. The components to be included in the medical examination shall be reviewed by representatives of the Association and will be consistent for each examination conducted at a clinic to be arranged by the Township. Additional testing, examinations, or treatments recommended by this examination will be followed up by the officer under the provisions of the Medical Insurance Programs provided in this contract. Officers will follow recommendations of the doctors with respect to health habits.

15. SICK LEAVE AND DISABILITY

(a) Policemen who sustain job-related sickness, injury or disability shall be entitled to remain absent from duty and to receive full regular pay for the period of necessary recuperation or until he becomes eligible for long term disability under the provisions of a plan provided by the Township. Any payments so made shall be reduced by workmen's compensation benefits received by the policemen.

(b) A sickness, injury or disability is job related if it is caused by or results from the performance of police duties.

(c) For all policemen employed prior to January 1, 1979, or who were given prior service credit, the following base of sick leave is available plus the number of days subsequently accumulated from January 1, 1979 to December 31, 1988 (15 days annually less any days taken). Days taken are henceforth restored only by subsequent accumulation, except for those listed in the following base pay list.

| <u>Name</u> | <u>Base</u> |
|-------------|-------------|
| Eberle      | 50          |
| Strodt      | 50          |
| Helfin      | 50          |
| Couldron    | 50          |
| Gilley      | 50          |
| Keirstead   | 35          |
| Alexander   | 35          |
| Stylianios  | 35          |
| Russo       | 35          |
| Streeter    | 35          |
| Kelly       | 20          |
| Armstrong   | 20          |
| Sakos       | 20          |
| Kumpf       | 0           |
| Hall        | 0           |
| Anthony     | 0           |
| Gover       | 0           |
| Kozak       | 0           |
| Mott        | 0           |
| Bobowicz    | 0           |
| Byrnes      | 0           |
| Dubiel      | 0           |

All policemen described in Paragraph (c) will be permitted to accumulate sick time into each subsequent year by an amount equal to twelve (12) days minus the number of sick days taken in a given year. The maximum amount of sick time which a policeman may accumulate is unlimited.

(d) The following provisions of sick leave are applicable to policemen employed after January 1, 1979, up to December 31, 1986.

(Note: The figures tabulated below are subject to verification.)

| Name       | 1979 | 1980 | 1981 | 1982 | 1983 | 1984 | 1985 | 1986 |
|------------|------|------|------|------|------|------|------|------|
| Eberle     | 2    | 0    | 0    | 0    | 0    | 0    | 0    | 1.75 |
| Strodt     | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Helfin     | 0    | 0    | 1    | 2    | 0    | 0    | 0    | 0    |
| Couldron   | 0    | 0    | 0    | 0    | 4    | 2.25 | 3    | 3    |
| Gilley     | 5    | 4    | 3    | 5    | 5    | 3    | 0    | 0    |
| Keirstead  | 0    | 4    | 4    | 5    | 5    | 0    | 0    | 0    |
| Alexander  | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Stylianios | 0    | 0    | 0    | 0    | 3    | 0    | 0    | 0    |
| Russo      | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Streeter   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Kelly      | 0    | 5    | 7    | 7    | 7    | 6    | 7    | 7    |
| Armstrong  | 6    | 3    | 7    | 7    | 6    | 2    | 7    | 7    |
| Sakos      | 6    | 0    | 7    | 7    | 5    | 0    | 0    | 0    |
| Kumpf      | 0    | 3.5  | 2    | 0    | 0    | 3    | 2    | 1    |
| Hall       | 0    | 0    | 0    | 7    | 6    | 0    | 1    | 1    |
| Anthony    | 0    | 0    | .5   | 3    | 0    | 0    | 0    | 0    |
| Cover      | 0    | 0    | 3.5  | 7    | 5    | 5    | 4    | 4    |
| Kozak      | 0    | 0    | 0    | 0    | 0    | 0    | 1.5  | 5    |
| Mott       | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 3    |
| Bobowicz   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |

For all policemen hired after December 31, 1986, the following will apply:

During the first year of employment, the policeman shall earn one (1) day of sick leave for each month of employment. Any of this sick leave which is not used by the policeman may be carried into the following year.

For all policemen subject to this agreement in each subsequent year, a policeman has twelve (12) days additional sick leave available. Any sick leave not used may be added to the sick leave available for the following year.

The maximum amount of sick leave that can be accumulated is unlimited.

(e) If the amount of sick leave credit provided for under Paragraphs (c) and (d) has been or is about to be exhausted, a policeman may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the policeman's attendance record prior to the illness which necessitated the request.

(f) Policemen who are absent from duty for two or more consecutive days or show a pattern of absence because of sickness, injury or disability shall furnish upon request to the Chief of Police an appropriate physician's statement, including a description of the ailment and its prognosis. The cost therefor shall be borne by the policeman.

(g) Upon return to work after an absence of five (5) or more consecutive days, the policeman must furnish the Chief of Police with a physician's statement certifying his fitness to resume his normal work.

(h) Failure to return to work after the Chief of Police has reviewed the physician's certificate and is satisfied that the policeman is fit to resume his normal duties constitutes cause for discipline or discharge.

(i) The Association agrees to cooperate with the Township in reducing absenteeism to as low a rate as possible. When cases of absenteeism are brought to the attention of the officers of the Association, said officers will interview such employees covered by this Agreement, determine the cause of the absenteeism and thereby aid in eliminating unnecessary absenteeism.

(j) Each year the Township Clerk shall provide the Association with a table indicating sick leave available to each member of the Association for the prior year, sick leave used during the prior year, and sick leave available for the current year.

(k) Each policeman will have available annually three (3) days of personal time. These will be granted at the discretion of the Chief of Police for the conduct of essential personal business such as, but not limited to, the following:

Attending to family members during illness or other personal crisis, or requirement for health, welfare or education of spouse or children.

Closing on a home purchase, auto purchase, adoption, or other such legal business difficult to schedule on days off, or for major auto repair or servicing home.

Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conferences, or religious order service.

Attending funerals, graduation, marriages, or such of close friends or family member not provided for in the funeral leave article or other such leave policy.

Personal time will not accumulate from year to year. Any unused personal time may be added to the sick leave accumulation at the end of each year. It is not the intent of personal time to either extend vacation, or be taken for personal rest and relaxation purposes. The circumstances requiring the personal time must be communicated to and approved by the Chief of Police with these provisions.

(l) Incentive Payment on Retirement:

Upon retirement the Township will make a Cash Payment of 50% of all sick leave earned from this date forward, less the amount taken.

EXAMPLE: Policeman has five (5) additional years to work before retirement in 1993. Policeman has the good fortune of having only one five-day illness during that time. Earns 60 days of sick leave.

Calculation:

|                                   |                |
|-----------------------------------|----------------|
| Days accumulated                  | 60 ÷ 2         |
| Eligible for payment              | 30 days        |
| Sick leave taken                  | <u>-5 days</u> |
| Payout on retirement at the daily |                |
| rate at time of retirement:       | 25 days        |

(m) Incentive Bonus: Policemen who qualify for incentive leave on retirement, as provided in section (l) will be paid upon retirement for any sick days accumulated over eight days in any year of accumulation for service between 1979 and 1986; plus one day for three of the base leave days unused at time of retirement, plus any personal days that have been added to the sick leave accumulation. A policeman may qualify for the incentive bonus even though receiving nothing under incentive payment if the reason for not qualifying was an incident of catastrophic long-term illness.

EXAMPLE: Above policeman had the following record.

50 days base pay and only two personal days,  
and had accumulated the following:

| <u>Year</u> | <u>Accumulated</u> | <u>Credit</u> |
|-------------|--------------------|---------------|
| 1979        | 14 days            | 6             |
| 1980        | 15 days            | 7             |
| 1981        | 8 days             | 0             |
| 1982        | 13 days            | 5             |
| 1983        | 11 days            | 3             |
| 1984        | 15 days            | 7             |
| 1985        | 14 days            | 6             |
| 1986        | 10 days            | 2             |

On retirement the employee would be eligible for a sick leave bonus of:

- 13 personal days
- 16.67 days of base
- 36 days of accumulation 1979-1986
- 25 days of incentive payment
- 90.67 days paid on retirement

(n) In the event of the death of an employee all incentive payments to which the employee was entitled will be paid to the beneficiary named under P.F.R.C.

#### 16. EDUCATIONAL PROGRAM

(a) Effective January 1, 1987, an officer obtaining an Associates Degree or having 2 years active military service with an honorable discharge shall be entitled to receive \$400.00 per year; an officer obtaining a Bachelors Degree shall receive \$900.00; and an officer with a Masters Degree shall receive \$1500.00. This payment shall be on an annual recurring basis and shall be paid for each applicable degree, non-cumulative. These degrees will be in Police Science or Criminal Justice.

Effective January 1, 1988, the amounts specified above shall be increased to provide \$500.00 for an Associates Degree or military service as specified above; \$1000.00 for a Bachelors Degree and \$1500.00 for a Masters Degree. Said remuneration shall be paid in equal installments on regular pay days.

(b) The Township shall reimburse each policeman attending such law enforcement courses, to the extent not otherwise paid by alternative governmental authorities, the following:

1. An amount equivalent to the purchase of books, supplies and associated usual academic fees and expenses required by the college or university and incurred by the respective policeman for attendance thereat.
2. An additional amount equivalent to full tuition charges imposed by the college or university, up to a maximum of the charge for two 3-credit courses or \$500.00 per semester, whichever is greater.

(c) Payment shall be made within thirty (30) days after the certificate is filed with the Township Administrator showing grades of C or better.

17. OCCUPATIONAL INSURANCE

(a) The Township shall obtain standard insurance policies insuring against false arrest, malicious prosecution, and liability for acts and omissions within the scope of police employment in sufficient amounts and from reputable insurance companies. Copies of said policies shall be delivered to the Association within thirty (30) days hereafter and within thirty (30) days after any amendment, revision or alteration thereto.

(b) The Township shall obtain standard insurance policies insuring the lives of all policemen for at least \$10,000.00 from a reputable insurance company. Each policeman shall designate the beneficiary of said policy. Copies of said policy or policies shall be delivered to the Association within thirty (30) days hereafter and within thirty (30) days after any amendment, revision or alteration thereto.

13. CLOTHING ALLOWANCE

(a) Newly hired policemen shall be provided necessary clothing and equipment by the Chief of Police.

(b) Policemen shall receive and the Township shall pay the following annual allowances for the maintenance, cleaning and repair of police clothing, shoes, arms and furnishings:

|      |       |
|------|-------|
| 1987 | \$375 |
| 1988 | \$375 |
| 1989 | \$425 |

Said allowance shall be approved at the first Township Committee meeting in April.

(c) Policemen shall be entitled to an annual credit of \$450 for the purchase of police clothing, shoes, arms and furnishings. The Township shall make requisite payment to the supplier.

(d) In special cases of clothing damage sustained in the performance of official duties, the Chief of Police shall authorize payment for said damage which the Township shall pay.

(e) The Township shall, in addition to the foregoing, furnish each policeman with a suitable bullet-proof vest or appropriate credit to the officer's clothing allowance should the officer already possess a bullet-proof vest which was charged against his clothing allowance.



19. FUNERAL LEAVE

(a) Members and employees will be allowed the following time off in case of the death of: father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, three days or from the day of death until the day of burial, inclusive. For grandchild, uncle, aunt, nephew, niece, cousin of the first degree, the day of the burial only. Exceptions to this rule may be made when special permission, due to unusual circumstances, is received from the Chief of Police.

(b) Special circumstances shall be referred to the Chief of Police who shall have the authority to grant additional time off with pay.

20. HOLIDAYS

(a) Policemen shall be entitled to twelve (12) holidays in accordance herewith.

(b) Unless authorized by the Chief of Police, no policeman shall be excused from work for any holiday.

(c) In lieu of absence from work, policemen shall receive, in addition to their annual salary, wages based upon eight (8) hours straight time at the hourly rate of pay for each of these twelve (12) holidays worked. This sum is payable the first pay day in December of each year, or a policeman can receive one-half of this sum of the first pay day in July and one-half on the first pay day in December. Each policeman must notify the Township Treasurer's office when requested by administration each year which payment system they prefer.

(d) In the event Township employees receive a holiday other than the 12 which are currently enjoyed by members of this bargaining unit, then the employees covered by this agreement shall also receive the additional holiday(s).

21. VACATIONS

(a) Policemen shall be entitled to annual vacation leave with regular pay according to the following schedule:

| <u>Years Emoloved</u>     | <u>Vacation Time</u>                                      |
|---------------------------|---|
| 1 but less than 3 years   | 10 days   |
| 3 but less than 5 years   | 13 days   |
| 5 but less than 10 years  | 15 days   |
| 10 but less than 15 years | 18 days   |
| 15 but less than 20 years | 20 days   |
| 20 years or more          | 1 additional day for<br>each year to a max<br>of 25 days. |

(b) The vacation period shall be scheduled by the Chief of Police, who shall consider employee choice and seniority. Said period shall normally be scheduled in the year that it is earned.

(c) Said vacation period may be split only if the Chief of Police and the individual policeman mutually consent.

(d) Policemen who terminate employment between June 1st and September 30th shall be paid for their unused vacation time at the rate equivalent to their average weekly salary as provided herein.

(e) An additional vacation day will be granted to any policeman whose vacation period falls on an official holiday, as enumerated herein.

## 22. OVERTIME AND WORKWEEK SCHEDULE

(a) Policemen shall perform police duties in shifts which shall be determined by the Police Chief.

(b) A normal shift shall be a period of consecutive hours ranging from 8-10 at the discretion of the Police Chief.

(c) Policemen, including those assigned to the Detective Bureau, shall receive and the Township shall pay remuneration at the rate of time and one-half for all required police duties performed in excess of forty (40) hours per week. Required police duties include any activity assigned to or imposed upon any policeman by the Township, the Police Department or law.

(d) During each shift, policemen shall be entitled to sufficient eating time.

(e) Policemen who work less than forty (40) hours in any single work week shall not be eligible for overtime pay unless excused in writing by the Township. Holidays and vacation days shall be considered time worked. Sick days shall not be considered time worked for determining eligibility for overtime pay.

(f) The Township reserves the right to require policemen to work reasonable overtime, and the Police Chief shall exercise, insofar as practicable, reasonable discretion in assigning overtime duties equitably among the policemen who are qualified to perform the required overtime work.

(g) Policemen assigned detective duties shall receive \$700.00 per year as an allowance for on-call duty.

(h) Policemen who are called out for duty outside their regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half. This will include call out for court time as provided in Article 13.

(i) Should the workweek schedule be changed to include "accumulated days", these accumulated days can be taken off at the discretion of the police officer at any time, including weekends and holidays, but the Chief of Police reserves the right to deny permission to use such an accumulated day in case of an emergency.

### 23. LONGEVITY

(a) Longevity is defined as a stipend in addition to other remuneration provided herein payable to policemen by the Township based upon the number of years employed.

(b) Policemen shall receive and the Township shall pay longevity remuneration in accordance with the following schedule:

| <u>YEARS OF SERVICE</u> | <u>1987</u> | <u>1988 &amp; 1989</u> |
|-------------------------|-------------|------------------------|
| 5                       | \$450       | \$500                  |
| 6                       | \$540       | \$600                  |
| 7                       | \$630       | \$700                  |
| 8                       | \$720       | \$800                  |
| 9                       | \$810       | \$900                  |
| 10                      | \$900       | \$1000                 |
| 11                      | \$990       | \$1100                 |
| 12                      | \$1080      | \$1200                 |
| 13                      | \$1170      | \$1300                 |
| 14                      | \$1260      | \$1400                 |
| 15                      | \$1350      | \$1500                 |
| 16                      | \$1440      | \$1600                 |
| 17                      | \$1530      | \$1700                 |
| 18                      | \$1620      | \$1800                 |
| 19                      | \$1710      | \$1900                 |
| 20                      | \$1800      | \$2000                 |
| 21                      |             | \$2100                 |
| 22                      |             | \$2200                 |
| 23                      |             | \$2300                 |
| 24                      |             | \$2400                 |
| 25 and more             |             | \$2500                 |

(c) Said remuneration shall be paid in equal installments on regular

## 24. SALARIES

(a) Policemen shall receive and Township shall pay remuneration commencing and effective as of January 1, 1987 through December 31, 1989 in accordance with the following schedule:

| <u>Rank</u> | <u>1987</u> | <u>1988</u> | <u>1989</u> |
|-------------|-------------|-------------|-------------|
| Sergeant    | \$34,571.70 | \$36,818.86 | \$39,263.45 |
| Patrolman 6 | \$32,421.00 | \$34,528.37 | \$36,828.65 |
| Patrolman 5 | \$30,548.50 | \$32,534.15 | \$34,708.80 |
| Patrolman 4 | \$28,708.10 | \$30,574.13 | \$32,625.30 |
| Patrolman 3 | \$26,728.60 | \$28,465.96 | \$30,384.31 |
| Patrolman 2 | \$24,353.20 | \$25,936.26 | \$27,695.14 |
| Patrolman 1 | \$21,721.00 | \$23,132.87 | \$24,715.24 |

(b) Said remuneration shall be paid at the end of every workweek on Thursday.

(c) From time to time, the Chief of Police may appoint police officers to act as shift commanders. The Township shall pay an additional stipend of \$400.00 per annum in the first pay period of December to officers who assume such responsibilities. If recommended by the police study being undertaken in 1988, those performing these functions would receive an amount equal to 1/2 of the differential between Sergeants and Patrolman 6, which will be added to base pay. In any event, this differential will be paid beginning January 1, 1989.

## 25. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Any prior commitment or agreement between the Township and the Association or any individual employee covered by this Agreement is hereby superseded.

## 26. SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

27. TERM

This Agreement shall be for a term of three (3) years commencing January 1, 1987 and all rights and duties created hereunder shall be effective as of that date unless otherwise specified in the Agreement.

In Witness Whereof, the parties hereto have executed this Agreement the date aforesaid.

BERNARDS TOWNSHIP  
POLICEMEN'S ASSOCIATION

TOWNSHIP OF BERNARDS

By: Det. Sgt. Thomas Kelly

By: William J. Perry  
Mayor

John, Det. E. Blum

\_\_\_\_\_  
Deputy Mayor

Witness:

John J. Moore

Witness:

James Z. Dart  
Municipal Clerk  
12-28-88